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2011 SEP 29 A 11:33

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA

Timothy Harris Pro Se'
Plaintiff

V.
Crisis Collections Management, LLC
Defendant

Ford Credit
dba Ford Motor Credit Company
Co-Defendant

Does 1 through 10

) Case No: 2:11-cv-01490-RCJ-wm

) Civil Rights Violation Complaint
Civil Rights Violation Complaint
Trial By Jury Demanded

AMENDED
PLAINTIFF'S COMPLAINT AND DEMAND FOR JURY TRIAL

11 Comes now the Plaintiff Timothy Harris:

12 Plaintiff and Gary Schnitzer, attorney for Co-Defendant spoke on the phone today and
13 discussed the fact that Plaintiff improperly named the Co-Defendant as Ford Motor Company.
14 The parties agreed that once Plaintiff corrects this issue and re-files an amended complaint with
15 the clerk of the court, that attorney for the Co-Defendant will accept service for the Co-
16 Defendant at his place of business. Plaintiff now submits this amended complaint to the clerk of
17 the court to properly name the Co-Defendant of record as Ford Credit.

18 This complaint is based on the Fair Credit Reporting Act 15 U.S.C. § 1681 *et seq.*
19 (FCRA) and the Fair Debt Collection Practices Act 15 U.S.C. §1692 *et seq.* (FDCPA)
20 At all times hereinafter mentioned, The Plaintiff is a resident of Clark County, State of Nevada.
21 From here forward Timothy Harris, will be known as the Plaintiff.

1. JURISDICTION AND VENUE

Jurisdiction of this court arises pursuant to *15 U.S.C. §1681(p)* and *15 U.S.C. §1692k(d)* and which states that such actions may be brought and heard before “any appropriate United States district court without regard to the amount in controversy.”

The Defendant, Crisis Collections Management, LLC, is a third party debt collector who conducts business in the state of Nevada and is located at 140 Washington St., Suite 200, P.O. Box 3479, Reno, Nevada 89505-3479, as such is governed under the Fair Debt Collection Practices Act *15 U.S.C. §1692 et seq.* (DCPA). From here forward, Crisis Collections Management, LLC will be known as Defendant.

Plaintiff brings this action to the fact as to how an alleged account was or was not validated and continued collection activities and wrongful actions without providing proof of an alleged account to the Plaintiff in the attempted collection of the alleged account, violated the civil rights of the Plaintiff and the law as outlined in the Fair Debt Collection Practices Act 15 U.S.C. §1692 et seq.

The Co-Defendant, Ford Credit, dba Ford Motor Credit Company conducts business in the state of Nevada and is headquartered at One American Road, Deaborn, Michigan 48216 and is licensed to do business in the State of Nevada, as such is governed under the law by the Fair Credit Reporting Act *15 U.S.C. § 1681 et seq.* From here forward Ford Motor Company will be known as Co-Defendant.

The Co-Defendant, is a Credit Lender and *furnisher of information* to the credit reporting agencies. As such, the Co-Defendant is governed under the law by The Fair Credit Reporting Act 15 USC §1681 *et seq.* and also reports these accounts to the national credit reporting agencies i.e. Trans Union, Equifax, Experian and Innovis, hereafter known as the CRA's. The State of Nevada abides by and adheres to these laws. Specifically the Fair Credit Reporting Act 15 USC §1681, *et seq.*

The Plaintiff brings this action to the fact as to how an alleged account was or was not reported correctly and reported erroneous and inaccurate information in the Plaintiffs Credit reports and failed to provide proof of the alleged account. Also the wrongful actions of the Co-Defendant in the credit reporting of the alleged account, violated the civil rights of the Plaintiff and the law as outlined in the Fair Credit Reporting Act 15 USC §1681, *et seq.* and the Fair Debt Collection Practices Act 15 U.S.C. §1692 *et seq.*

56

57 2. **PRELIMINARY STATEMENT**
5859 Plaintiff brings this action for damages based upon Defendant's violations of the Fair
60 Debt Collection Practices Act 15 U.S.C. §1681, *et seq.* Continued collection activity without
61 providing proof of an alleged account, overshadowing collection activity without providing proof
62 of an alleged account, and failure to provide proof of the alleged account.63 Plaintiff brings this action for damages based upon Co-Defendant's violations of the
64 Fair Credit Reporting Act, 15 U.S.C. 1681 *et seq.* ("FCRA"). Reporting erroneous and inaccurate
65 information in the Plaintiffs' Credit Report, for failure to mark Plaintiffs' accounts with the
66 CRA's in dispute, and for willful and negligent non-compliance.67 Co-Defendant is a *furnisher of information* as contemplated by FCRA section 1681s-
68 2(a) & (b), (n) & (o) that regularly and in the ordinary course of business furnishes information
69 to one or more consumer reporting agencies about consumer transactions or experiences with
70 any consumer.

71

72 3. **INTRODUCTION**73 On or about July 15th, 2011 the Defendant contacted the Plaintiff via US Mail with a
74 notice of an alleged debt that was owed (see exhibit PE-THFMC-001). The Plaintiff does not
75 know the Defendant nor has the Plaintiff ever done any business with the Defendant. On or
76 about July 28th, 2011, the Plaintiff sent a letter of Validation, according to the FDCPA, to the
77 Defendant via certified US Mail #7010 2780 0000 5438 4193 (see Exhibit PE-THFMC-002)
78 which the Defendant received on August 1st, 2011. To date the Defendant has failed to validate
79 the alleged debt.80 The Defendant has performed continued collection activity by sending a 2nd letter on
81 August 4th, 2011 (see Exhibit PE-THFMC-003) demanding payment even though the Defendant
82 has not provided any proper, legal proof of any alleged debt or alleged account. This was done
83 while the Plaintiff was still within his 30-day validation period as allowed by the FDCPA.84 The Defendant has again continued their collection activity and overshadowed their
85 collection activity by filing suit against the Plaintiff in the North Las Vegas Justice Court and by
86 sending a letter with the summons of that suit (see Exhibit PE-THFMC-004) stating to "Call
87 them" to discuss settlement all while the Defendant was still within the 30-day validation period

88 allowed by the FDCPA. This letter states that their client is willing to offer a discounted lump
 89 sum offer in order to settle even though the accounting statement used as evidence, which is
 90 **NOT LEGAL** validation of debt, shows a zero balance and that the debt had been charged off.

91 As the Defendant has admitted they are a debt collector, so the Defendant should know
 92 that contracts, cancelled checks, accounting statements and so on are not *proper, legal* validation
 93 of debts. The only legal validation of debt is *presentment of the account and general ledger*
 94 *statement signed and dated by the party responsible for maintaining the account under penalty*
 95 *of perjury* see Pacific Concrete F.C.U, v, Kauanoe, 62 Haw. 334, 614 P.2d 936 (1980); GE
 96 Cap/fa/ Hawaii, Inc. v. Yonenaka, 25 P.3d 807, 96 Hawaii 32 (Hawaii App 2001); Fooks v.
 97 Norwich Housing Authority, 28 Conn. L. Rptr. 371, (Conn. Super.2000); Town of Brookfield v.
 98 Candlewood Shores Estates, Inc., 513 A.2d 1218, 201 Conn. 1 (1986); and Solaon v. Godbole,
 99 163 III. App. 3d 845, 114 III. Dec. 890, 515 N.E. 2d 1045 (3rd Dist 1987). This being the case,
 100 the Defendant has committed fraud upon the consumer in their attempt to collect on an un-
 101 validated debt.

102 On or about June 1st, 2010 the Plaintiff requested copies of his credit report from the
 103 three national credit reporting agencies Trans Union, Experian and Equifax. Upon review the
 104 Plaintiff found that the Co-Defendant was reporting erroneous, inaccurate and derogatory
 105 information in the plaintiff's credit reports. Upon inspection of the said credit reports the
 106 Plaintiff observed that Co-Defendant listed on the Plaintiff's Experian, Equifax and Trans Union
 107 credit report indicating an account with them.

108 The Plaintiff contacted the Co-Defendant by U.S. Postal Service Certified Mail Return
 109 Receipt # **7009 3410 0001 0346 8176** and U.S. Postal Service Certified Mail Return Receipt #
 110 **7009 3410 0001 0346 7858** on or about June 17th, 2010 and June 22nd, 2010 (see exhibit **PE-**
 111 **THFMC-005**) with receipt of said letters on June 21st, 2010 and July 16th, 2010 disputing the
 112 information in the Plaintiff's credit report.

113 The Plaintiff contacted Trans Union and disputed the erroneous and inaccurate
 114 information via U.S. Postal Service Certified Mail Return Receipt # **7009 3410 0001 0346 8169**
 115 on July 7th, 2010 (see exhibit **PE-THFMC-006**) and said letter was received on July 12th, 2010.

116 The Plaintiff contacted Experian and disputed the erroneous and inaccurate information
 117 via U.S. Postal Service Certified Mail Return Receipt # **7009 3410 0001 0346 8145** on July 7th,
 118 2010 (see exhibit **PE-THFMC-007**) and said letter was received on July 16th, 2010.

119 The Plaintiff contacted Equifax and disputed the erroneous and inaccurate information
 120 via U.S. Postal Service Certified Mail Return Receipt # **7009 3410 0001 0346 8152** on July 7th,
 121 2010 (see exhibit **PE-THFMC-008**) and said letter was received on July 10th, 2010.

122 All three Credit Reporting Bureaus have indicated they are reporting the information
 123 correctly as reported by the Co-Defendant. The Co-Defendant, FORD CREDIT has been
 124 reporting erroneous and inaccurate information in the Plaintiff's credit reports since June 2010 in
 125 all three credit-reporting bureaus. To this date the Co-Defendant has not indicated in any of the
 126 Plaintiff's credit reports with the CRA's that there is a dispute and as such "marked" those
 127 reports to show that they have been disputed (see Exhibits **PE-THFMC-009,010,011**). The Co-
 128 Defendant has not provided legal proof of any alleged account against the Plaintiff as is required
 129 by law. Legal proof of any alleged debt requires *presentment of the account and general ledger*
 130 *statement signed and dated under penalty of perjury by the party responsible for maintaining*
 131 *the account* (Pacific Concrete F.C.U, v, Kauanoe, 62 Haw. 334, 614 P.2d 936 (1980); GE
 132 Cap/fa/ Hawaii, Inc. v. Yonenaka, 25 P.3d 807, 96 Hawaii 32 (Hawaii App 2001); Fooks v.
 133 Norwich Housing Authority, 28 Conn. L. Rptr. 371, (Conn. Super.2000); Town of Brookfield v.
 134 Candlewood Shores Estates, Inc., 513 A.2d 1218, 201 Conn. 1 (1986); and Solaon v. Godbole,
 135 163 III. App. 3d 845, 114 III. Dec. 890, 515 N.E. 2d 1045 (3rd Dist 1987).

138 4. **DEFENDANT VIOLATIONS OF THE FDCPA**

139 **Count I against the Defendant Under FDCPA**

140 Failure to validate the alleged debt/account:

141 Failure to provide proof of alleged debt/account Initial contact on or about July 15th,
 142 2011. (see Exhibits **PE-THFMC-001,003,004**)

143 **§ 809. Validation of debts 15 USC 1692g**

144 (a) Within five days after the initial communication with a consumer in connection with the
 145 collection of any debt, a debt collector shall, unless the following information is contained in the
 146 initial communication or the consumer has paid the debt, send the consumer a written notice
 147 containing—

- 148 (1) the amount of the debt;
- 149 (2) the name of the creditor to whom the debt is owed;

150 (3) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the
 151 validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt
 152 collector;

153 (4) a statement that if the consumer notifies the debt collector in writing within the thirty-day
 154 period that the debt, or any portion thereof, is disputed, the debt collector will obtain
 155 verification of the debt or a copy of a judgment against the consumer and a copy of such
 156 verification or judgment will be mailed to the consumer by the debt collector; and

157 (5) a statement that, upon the consumer's written request within the thirty-day period, the debt
 158 collector will provide the consumer with the name and address of the original creditor, if
 159 different from the current creditor.

160 (b) If the consumer notifies the debt collector in writing within the thirty-day period described in
 161 subsection (a) that the debt, or any portion thereof, is disputed, or that the consumer requests the
 162 name and address of the original creditor, the debt collector shall cease collection of the debt, or
 163 any disputed portion thereof, until the debt collector obtains verification of the debt or any copy
 164 of a judgment, or the name and address of the original creditor, and a copy of such verification or
 165 judgment, or name and address of the original creditor, is mailed to the consumer by the debt
 166 collector. Collection activities and communications that do not otherwise violate this title may
 167 continue during the 30-day period referred to in subsection (a) unless the consumer has notified
 168 the debt collector in writing that the debt, or any portion of the debt, is disputed or that the con-
 169 sumer requests the name and address of the original creditor. Any collection activities and
 170 communication during the 30-day period may not overshadow or be inconsistent with the
 171 disclosure of the consumer's right to dispute the debt or request the name and address of the
 172 original creditor.

173 (c) The failure of a consumer to dispute the validity of a debt under this section may not be construed
 174 by any court as an admission of liability by the consumer.

175 (d) A communication in the form of a formal pleading in a civil action shall not be treated as an
 176 initial communication for purposes of subsection (a).

177 Plaintiff demands Judgment in the amount of \$1,000.00

178

179 **Count II against the Defendant Under FDCPA**

180 Continued collection activity and overshadowing:

181 Second letter, sent on August 4th, 2011 in response to Plaintiff's validation letter,
 182 demanding payment without proper, *legal proof* of any alleged debt. Only a contract and some
 183 sort of statements were given as proof.

184 The Defendant has overshadowed this collection activity by again telling the Plaintiff, "**Should**
 185 **you wish to resolve this matter, please contact me.**" asking for Plaintiff to contact the
 186 Defendant even though there has been no validation of the alleged debt while the Plaintiff is still
 187 within his 30-day validation period. The Defendant has continue their collection activity and
 188 also overshadowed that activity by demanding payment and telling the Plaintiff to contact them

189 even though the 30-day validation period had not expired and even though the Defendant had not
190 offered any legal proof of the alleged account. (see Exhibit PE-THFMC-003)

191 In violation of **§ 809. Validation of debts 15 USC 1692g**

192 Plaintiff demands Judgment in the amount of \$2,000.00

193

194 **Count III against the Defendant Under FDCPA**

195 Continued collection activity and overshadowing:

196 By filing suit in the North Las Vegas Justice Court on August 26th, 2011, while the
197 Plaintiff was still within his 30-day validation period the Defendant has again continued their
198 collection activity without any proper, *legal proof* of any alleged debtor alleged account.

199 The Defendant has further overshadowed their collection activity again by sending a
200 letter with notice of the suit in the local court. In this letter the Defendant again tells the Plaintiff
201 that if he “**wishes to resolve this matter without further litigation to call him.**” The
202 Defendant also states in their letter that, “**their client has given them permission to make
offers of multiple ways to settle this alleged debt but that the offers may expire or be
withdrawn by their clients.**” These statements in conjunction with the filing of a lower court
203 case at the same time can only be seen as a way to try and threaten and intimidate the Plaintiff
204 into paying the Defendant, all while the Plaintiff is still within his 30-day validation period.
205 These acts are blatant and willfull violations of the FDCPA. (see Exhibit PE-THFMC-004)

206

207 In violation of **§ 809. Validation of debts 15 USC 1692g**

208 Plaintiff demands Judgment in the amount of \$2,000.00

209

210

211 **WHEREFORE**, The Defendant has violated the FDCPA and the Plaintiffs rights under
212 the law. Plaintiff has disputed and asked for validation of the alleged account with the
213 Defendant in a timely manner as required under DCPA.

214 **§ 813. Civil liability 15 USC 1692i**

215 (a) Except as otherwise provided by this section, any debt collector who fails to comply with any
216 provision of this title with respect to any person is liable to such person in an amount equal to
217 the sum of (1) any actual damage sustained by such person as a result of such failure;
218 (2) (A) in the case of any action by an individual, such additional damages as the court may allow,
219 but not exceeding \$1,000; or
220 (B) in the case of a class action,
221 (i) such amount for each named plaintiff as could be recovered under subparagraph (A),
222 and

223 (ii) such amount as the court may allow for all other class members, without regard to a
 224 minimum individual recovery, not to exceed the lesser of \$500,000 or 1 per centum
 225 of the net worth of the debt collector; and

226 (3) in the case of any successful action to enforce the foregoing liability, the costs of the action,
 227 together with a reasonable attorney's fee as determined by the court. On a finding by the
 228 court that an action under this section was brought in bad faith and for the purpose of
 229 harassment, the court may award to the defendant attorney's fees reasonable in relation to the
 230 work expended and costs.

231 The Defendant has damaged the Plaintiff both monetarily and emotionally. Plaintiff
 232 demands judgment for punitive damages for \$50,000.00 along with \$5,000.00 for their violations
 233 of FDCPA and any other damages the court deems permissible along with reasonable attorney's
 234 fees as allowed by this court.

235

236 5. **Co-DEFENDANT VIOLATIONS OF THE FCRA**

237 **Count I against the Co-Defendant under FCRA**

238 **Civil liability for willful noncompliance [15 U.S.C. § 1681n]**

239 (a) In general. Any person who **willfully** fails to comply with any requirement imposed under
 240 this title with respect to any consumer is liable to that consumer in an amount equal to the sum of
 241 (1) (A) any actual damages sustained by the consumer as a result of the failure or damages of not
 242 less than \$100 and not more than \$1,000; or

243 (B) in the case of liability of a natural person for obtaining a consumer report under false
 244 pretenses or knowingly without a permissible purpose, actual damages sustained by the
 245 consumer as a result of the failure or \$1,000, whichever is greater;

246 (2) such amount of punitive damages as the court may allow; and

247 (3) in the case of any successful action to enforce any liability under this section, the
 248 costs of the action together with reasonable attorney's fees as determined by the court.

249 (b) Civil liability for knowing noncompliance. Any person who obtains a consumer report
 250 from a consumer reporting agency under false pretenses or knowingly without a permissible
 251 purpose shall be liable to the consumer reporting agency for actual damages sustained by the
 252 consumer reporting agency or \$1,000, whichever is greater.

253 (c) Attorney's fees. Upon a finding by the court that an unsuccessful pleading, motion, or
 254 other paper filed in connection with an action under this section was filed in bad faith or for
 255 purposes of harassment, the court shall award to the prevailing party attorney's fees reasonable in

256 relation to the work expended in responding to the pleading, motion, or other paper. As a result
257 of Co-Defendant's willful failure to comply with the FCRA, Co-defendant is liable to the
258 Plaintiff in an amount equal to the sum of (i) any actual damages sustained by the Plaintiff as a
259 result of the failure or damages of not less than \$100.00 and not more than \$1,000.00 for each
260 such violation; (ii) such amount of punitive damages as the court may allow; and (iii) the costs of
261 this action together with reasonable attorneys' fees.

262 Plaintiff restates and reiterates herein all previous paragraphs.

263 Plaintiff demands judgment in the amount of \$1,188,000.00. This is based on every day
264 that the Co-Defendant violated the FCRA (three hundred ninety six days) by willfully failing to
265 comply with the requirements of the FCRA, times \$1000.00, times three for each one of the three
266 national credit reporting bureaus. This is allowed for every day that the Co-Defendant fails to
267 comply with the FCRA and its regulations thus damaging the Plaintiff's credit ratings and ability
268 to obtain credit or to obtain credit at reasonable rates.

269

Count II against the Co-Defendant under FCRA

Civil liability for negligent noncompliance [15 U.S.C. § 1681o]

271 (a) In general. Any person who is negligent in failing to comply with any requirement imposed
272 under this title with respect to any consumer is liable to that consumer in an amount equal to the
273 sum of
274 (1) any actual damages sustained by the consumer as a result of the failure; and
275 (2) in the case of any successful action to enforce any liability under this section, the costs of the
276 action together with reasonable attorney's fees as determined by the court.

277 (b) Attorney's fees. On a finding by the court that an unsuccessful pleading, motion, or other
278 paper filed in connection with an action under this section was filed in bad faith or for purposes
279 of harassment, the court shall award to the prevailing party attorney's fees reasonable in relation
280 to the work expended in responding to the pleading, motion, or other paper.

281 Plaintiff demands judgment in the amount of \$1,188,000.00. This is based on every day
282 that the Co-Defendant violated the FCRA (three hundred ninety six days) by negligently failing
283 to comply with the requirements imposed under the FCRA, times \$1000.00, times three for each
284 one of the three national credit reporting bureaus. This is allowed for every day that the Co-
285 Defendant fails to comply with the FCRA and its regulations thus damaging the Plaintiff's credit

287 ratings and ability to obtain credit or to obtain credit at reasonable rates.

288

289 **Count III against the Co-Defendant under FCRA:**

290 The plaintiff has disputed with the Co-Defendant and all three credit-reporting agencies in
291 the same time frame and the Co-Defendant has not complied with the FCRA. The Co-Defendant
292 has damaged the Plaintiff's credit score, credit report, and Plaintiff's character by saying that the
293 Plaintiff doesn't pay his bills.

294 **Reporting erroneous and inaccurate information**

295 **According to the Fair Credit Reporting Act, section 623. Responsibilities of furnishers of
296 information to consumer reporting agencies:**

297 (a) Duty of furnishers of information to provide accurate information.

298 (1) Prohibition.

299 (A) Reporting information with actual knowledge of errors. A person shall not furnish any
300 information relating to a consumer to any consumer-reporting agency if the person knows or
301 consciously avoids knowing that the information is inaccurate.

302 (B) Reporting information after notice and confirmation of errors. A person shall not furnish
303 information relating to a consumer to any consumer-reporting agency if

304 **(i) the person has been notified by the consumer, at the address specified by the person for
305 such notices, that specific information is inaccurate: and**

306 (ii) the information is, in fact, inaccurate.

307 (2) Duty to correct and update information. A person who

308 (A) regularly and in the ordinary course of business furnishes information to one or more
309 consumer reporting agencies about the person's transactions or experiences with any consumer;
310 and

311 (B) has furnished to a consumer reporting agency information that the person determines is not
312 complete or accurate, shall promptly notify the consumer reporting agency of that determination
313 and provide to the agency any corrections to that information, or any additional information, that
314 is necessary to make the information provided by the person to the agency complete and
315 accurate, and shall not thereafter furnish to the agency any of the information that remains not
316 complete or accurate.

317 (3) **Duty to provide notice of dispute.** If the completeness or accuracy of any information

318 furnished by any person to any consumer reporting agency is disputed to such person by a
319 consumer, the person may not furnish the information to any consumer-reporting agency without
320 notice that such information is disputed by the consumer.

321 (b) Duties of furnishers of information upon notice of dispute.

322 (1) In general. After receiving notice pursuant to section 611(a)(2) [§ 1681i] of a dispute with
323 regard to the completeness or accuracy of any information provided by a person to a consumer-
324 reporting agency, the person shall

325 (A) conduct an investigation with respect to the disputed information;

326 (B) review all relevant information provided by the consumer reporting agency pursuant to
327 section 611(a)(2) [§ 1681 i];

328 (C) report the results of the investigation to the consumer reporting agency; and

329 (D) if the investigation finds that the information is incomplete or inaccurate, report those results
330 to all other consumer reporting agencies to which the person furnished the information and that
331 compile and maintain files on consumers on a nationwide basis.

332 (2) Deadline. A person shall complete all investigations, reviews, and reports required under
333 paragraph (1) regarding information provided by the person to a consumer reporting agency,
334 before the expiration of the period under section 611 (a)(1) [§ 1681 i] within which the consumer
335 reporting agency is required to complete actions required by that section regarding that
336 information.

337 Plaintiff demands judgment in the amount of \$1,188,000.00. This is based on every day that
338 the Co-Defendant violated the FCRA (three hundred ninety six days) by reporting erroneous and
339 inaccurate information, times \$1000.00, times three for each of the three national credit reporting
340 bureaus. This is allowed for every day that the Co-Defendant fails to update the report by
341 marking the alleged account in dispute thus damaging the Plaintiff's credit ratings and ability to
342 obtain credit or to obtain credit at reasonable rates.

343

344 **Count IV against the Co-Defendant under FCRA**

345 The Co-Defendant, has failed to indicate that the Plaintiffs credit report is in dispute in the
346 Plaintiffs three credit reports as the Co-Defendant has not provided proof of any alleged account
347 from July 21st, 2010 and through today in all three credit reporting bureaus.

348 Co-Defendant has failed to indicate that the alleged account is in dispute.

349 **Failure to mark the account in dispute**

350 **According to the Fair Credit Reporting Act, section 623. Responsibilities of furnishers of**
351 **information to consumer reporting agencies**

352 (a) Duty of furnishers of information to provide accurate information.

353 (1) Prohibition.

354 (A) Reporting information with actual knowledge of errors. A person shall not furnish any
355 information relating to a consumer to any consumer-reporting agency if the person knows or
356 consciously avoids knowing that the information is inaccurate.

357 (B) Reporting information after notice and confirmation of errors. A person shall not furnish
358 information relating to a consumer to any consumer-reporting agency if

359 (i) the person has been notified by the consumer, at the address specified by the person for such
360 notices, that specific information is inaccurate: and

361 (ii) the information is, in fact, inaccurate.

362 (2) Duty to correct and update information. A person who

363 (A) regularly and in the ordinary course of business furnishes information to one or more
364 consumer reporting agencies about the person's transactions or experiences with any consumer;
365 and

366 (B) has furnished to a consumer reporting agency information that the person determines is not
367 complete or accurate, shall promptly notify the consumer reporting agency of that determination
368 and provide to the agency any corrections to that information, or any additional information, that
369 is necessary to make the information provided by the person to the agency complete and
370 accurate, and shall not thereafter furnish to the agency any of the information that remains not
371 complete or accurate.

372 **(3) Duty to provide notice of dispute. If the completeness or accuracy of any information**
373 **furnished by any person to any consumer reporting agency is disputed to such person by a**
374 **consumer, the person may not furnish the information to any consumer reporting agency**
375 **without notice that such information is disputed by the consumer.**

376 The Plaintiffs credit reports from Experian, Trans Union, and Equifax do not reflect that the
377 information is disputed by the consumer, even though the Plaintiff has sent a letter of dispute to
378 the Co-Defendant and to date the Co-Defendant has not responded.

379 Plaintiff demands judgment in the amount of \$1,188,000.00. Based on every day (three hundred
380 and ninety six days) the Co-Defendant has failed to mark the account in dispute times \$1000.00
381 per violation, times three for all three national credit bureaus. The Co-Defendant has broken the
382 FCRA by updating the reports each month without marking the alleged account in dispute thus
383 damaging the Plaintiff's credit ratings and ability to obtain credit or to obtain credit at reasonable
384 rates.

385 **Count V against the Co-Defendant under FCRA**

386 **§ 615. Requirements on users of consumer reports 15 U.S.C. § 1681m(G)**

387 (2) upon request of the consumer to whom the debt purportedly relates, *provide to the*
388 *consumer all information* to which the consumer would otherwise be entitled if
389 the consumer were not a victim of identity theft, but wished to dispute the debt
390 under provisions of law applicable to that person.

391
392 Plaintiff demands judgment in the amount of **\$4,752,000.00** for violations of the FCRA
393 against the Plaintiff. This is based on every day that the Co-Defendant violated the FCRA in
394 Plaintiffs credit reports (three hundred ninety six days) by willfully failing to comply with the
395 requirements of the FCRA, times \$1000.00, times three for each one of the three national credit
396 reporting bureaus. This is allowed for every day that the Co-Defendant fails to comply with the
397 FCRA and its regulations thus damaging the Plaintiff's credit ratings and ability to obtain credit
398 or to obtain credit at reasonable rates and Plaintiff's reputation by saying that he doesn't pay his
399 bills.

400
401 **Summation**

402 Plaintiff has disputed the alleged accounts with the Co-Defendant and the Credit
403 Reporting Agencies in a timely manner. Therefore the Co-Defendant is now reporting erroneous
404 and inaccurate information on the Plaintiff's credit reports and the Co-Defendant has failed to
405 provide proof of the account as requested by the Plaintiff. Defendant has failed to mark the
406 Plaintiff's accounts with the CRA's in dispute and thus has violated the FCRA and damaged the
407 Plaintiff.

408 The Plaintiff now has a negatively impacted credit score as of this date and has been
409 denied credit and/or denied credit at reasonable rates because of the willful noncompliance and

410 negligent actions of erroneous and inaccurate reporting and/or inaction's of the Co-Defendant.
411 Co-Defendant has not only violated the Plaintiff's civil rights but damaged the Plaintiff both
412 monetarily and emotionally.

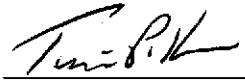
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415 **WHEREFORE**, the Co-Defendant has violated the Fair Credit Reporting Act.
416 Plaintiff demands Judgment in the amount of \$4,752,000.00, plus all costs of this action along
417 with punitive damages in the amount of \$100,000.00, for their violations of FCRA and any other
418 damages and attorney's fees the court deems permissible.

419
420
421

422 Respectfully submitted this 29th Day of September, 2011.

423
424
425
426
427
428
429
430



Timothy Harris
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Extremeps1@cox.net

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442 **CERTIFICATE OF SERVICE**

443

444 I hereby certify that a copy of the forgoing complaint/summons Harris vs. Crisis Collections
445 Management, LLC, Defendant at 140 Washington St., Suite 200, Reno, Nevada 89505 has
446 been served upon the Defendant via process server on or about the 29th day of September.
447 Co-Defendant, FORD CREDIT, has been served at attorney of record's place of business at
448 8985 South Eastern Avenue, Suite 200, Las Vegas, Nevada 89123 via process server on or
449 about the 29th day of September, 2011 with affidavit of service by Process Service Receipt to
450 be submitted to the Clerk of the Court. This will also serve as notice to all PACER / ECF
451 participants.

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